



**Memorandum of Agreement (MOA)**  
**between**  
**State of Wisconsin**  
**Department of Workforce Development/Division of Vocational Rehabilitation**  
**and**  
**State of Wisconsin**  
**Department of Health Services/Division of Public Health**  
**for**  
**Independent Living – Older Blind Services**

DHS MOA No.: MOU20-DHS\_DWD-INDOLD

MOA Amount: \$575,627

MOA Term Period: October 1, 2022 to September 30, 2023

Department of Workforce Development/Division of Vocational Rehabilitation (DWD/DVR)

MOA Administrator: Delora Newton

Telephone: 608-261-4576

Email: [Delora.Newton@dwd.wisconsin.gov](mailto:Delora.Newton@dwd.wisconsin.gov)

Department of Health Services/Division of Public Health (DHS/DPH)

MOA Administrator: Amber Mullett

Telephone: 608-261-7823

Email: [Amber.Mullett@dhs.wisconsin.gov](mailto:Amber.Mullett@dhs.wisconsin.gov)

DWD/DVR and DHS/DPH acknowledge that they have read the Memorandum of Agreement (MOA) and any attached documents, understand them and agree to be bound by their terms and conditions. Further, DWD/DVR and DHS/DPH agree that the MOA and any exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the MOA and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the MOA. DWD/DVR reserves the rights to reject or cancel MOAs based on documents that have been altered. This MOA becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DWD/DVR.

**State of Wisconsin**

**Department of Health Services**

Authorized Representative

Name: Debra K. Standridge

Title: Deputy Secretary, DHS

Signature: *Debra K. Standridge*  
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Date: 9/30/2022

**State of Wisconsin**

**Department of Workforce Development**

Authorized Representative(s)

Name: Delora Newton

Title: DVR Administrator

Signature: *Delora Newton*  
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Date: 9/30/2022

Name: Pamela McGillivray

Title: DWD Deputy Secretary

Signature: *Pamela McGillivray*  
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Date: 9/30/2022

## PURPOSE AND SCOPE

This Memorandum of Agreement (MOA) describes the responsibilities of monitoring expenditures and performance deliverables for Independent Living Services to Older Blind (ILOB) individuals who are fifty-five years or older for FFY 2023 effective October 1, 2022 through September 30, 2023 as it relates to use of the Independent Living Title VII – Chapter 2, Older Blind Services grant administered by the Department of Workforce Development's Division of Vocational Rehabilitation (DWD/DVR).

### 1.1 Scope of Work

- **Personnel:** DHS staff within the Bureau of Aging and Disability Resources, Office for the Blind and Visually Impaired, will issue and oversee contracts with Independent Living – Older Blind (ILOB) Services.
- **Use of Sub-Contracts:** DHS must follow state procurement requirements when subcontracting for goods or services to carry out this MOA.
- **Financial Components: Use and Distribution of Funds:** This agreement authorizes DWD/DVR to award to DHS/DPH the allocation of \$574,127 (\$575,627 federal award–\$1500 DVR administrative charge) for the provision of statewide services as identified in the attached plan and line-item budget for Independent Living – Older Blind services for FFY 23. As required by federal cost allocation rules, DWD/DVR will retain \$1500 for its estimated cost to administer/monitor this contract, and any remaining amount shall be made available to DHS/DPH via email. (**Attachment 1-ILOB Budget**)

### 1.2 Programmatic Goals

- 90% of individuals will report that they maintained or improved functional abilities that were previously lost or diminished, as a result of OBVI training in the use of assistive technology.
- 90% of individuals will report that they experienced functional gains or maintained their ability to travel safely and independently in their residence and/or community environment, as a result of OBVI services.
- 85% of individuals will report that they gained or maintained their functional abilities, as a result of training in communication skills provided by OBVI.
- 90% of clients will report functional gains, or successful restoration of their ability to engage in customary daily living activities, as a result of services or training in personal management/ daily living skills provided by OBVI.
- 95% of all clients who complete surveys will report feeling that they are in greater control and are more confident in their ability to maintain their current living situation, as a result of services they receive from OBVI.

#### A. Applicable Federal and Regulations

Title 34—Education—Office of Special Education and Rehabilitative Services. Department of Education, Part 367—Independent Living Services for Older Individuals Who Are Blind

2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants

#### B. Use of Funds

Expenditures should represent a portion of salary, fringe, aids and appliances, outreach activities, demonstration of new technologies and training on assistive technology for client expenses for Independent Living services provided by Rehabilitation Specialists, Associates and

Supervisors serving older-blind or visually impaired persons age 55 and over in all 72 counties. Grant funds and non-federal match expenditures must be expended by September 30, 2023.

**C. Distribution of Funds**

The award will be adjusted via email should the federal funding level differ from the amount above.

The match requirement amount that DHS/DPH must provide is \$63,959 which is at a 90/10% overall federal/state match ratio. DHS/DPH will provide evidence of the minimum match expenditures at the required 10% match level for this federal grant award, by providing a breakdown of actual match expenses incurred with the quarterly invoice.

Dollars identified above are allocated but not available, and therefore not committed, until this agreement has been fully signed.

**D. Availability of Funds**

All of DVR's obligations under this MOA are contingent upon the availability and continued appropriation of State and Federal funds. In no event shall DVR be liable for any payments in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated, or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, DVR shall notify DHS of such reduction of funds available and DVR shall be entitled to reduce its commitment here under as it deems necessary.

**ACCOUNTABILITY**

DWD/DVR Contact Person: David Knuth  
Title: DVR Contract Specialist  
Agency Phone Number: 608-405-4634  
Agency Email Address: [David.Knuth@dwd.wisconsin.gov](mailto:David.Knuth@dwd.wisconsin.gov)

DHS/DPH Contact Person: Ann Sievert  
Title: Director, Office for the Blind and Visually Impaired  
Agency Phone Number: 608-266-3147  
Agency Email Address: [AnnL.Sievert@dhs.wisconsin.gov](mailto:AnnL.Sievert@dhs.wisconsin.gov)

**REVIEW CYCLE PERIOD**

DWD/DVR staff will monitor the expenditure and utilization of funds under this agreement including:

- Quarterly program, fiscal expenditures and deliverables. Quarterly and Annual reports include:
  - i. A description of services provided and progress towards programmatic goals.
  - ii. The reasons for slippage if established programmatic goals were not met.
  - iii. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high costs.
- Monitoring expenditures as authorized in the budget. Monitoring will include a review of quarterly programmatic reports, invoices as provided by DHS's accounting system, to include obligations for the federal funds, and a separate report for the match expenditures.
- Monitoring of program goals will be achieved through both invoices and quarterly statistical reports due within 30 calendar days after every quarter. All federal reporting outcomes pertaining to the ILOB Grant will be sent by OBVI to DVR by November 17, 2023. Authorized DVR staff will review and enter report

into the RSA MIS system. Quarterly and annual reports are to be sent to: [DVRSpecialContracts@dwd.wisconsin.gov](mailto:DVRSpecialContracts@dwd.wisconsin.gov).

### **Invoice Requirements**

Invoices to be addressed as follows:

DWD – DIV OF VOC REHAB  
ATTN: DVR BUDGET ANALYST  
PO BOX 7852  
MADISON, WI 53707-7852

The invoice will then be entered into STAR as an inter-agency invoice, and then either faxed to (608) 327-6012 (preferred) or sent via e-mail to [Einvoice@dwd.wisconsin.gov](mailto:Einvoice@dwd.wisconsin.gov). There is no need to mail in a hard copy of the invoice, if the above steps are followed.

Invoices should be received no later than 30 days at the end of each quarter, with the final invoice by November 17, 2023. Invoices are to include detail by line item to the greatest extent possible, as provided by DHS's accounting system, to include obligations for the federal funds, as well as a separate report for the match expenditures.

### **Terms of the Agreement**

This agreement shall begin on October 1, 2022 in effect through September 30, 2023, or as long as funding remains unchanged and intact. Any changes requested by either party will be negotiated and further specified as amendments to this MOA.

### **NONDISCRIMINATION**

Pursuant to 2019 Wisconsin Executive Order 1, the parties agree that they must hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or family status, genetic information or political affiliation.

The parties shall not discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The parties shall take affirmative action to ensure equal employment opportunities consistent with state law. The parties shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

### **AMENDMENTS AND TERMINATION WITH NOTICE**

DWD/DVR may terminate this MOA for cause if DHS/DPH is not in compliance with the MOA's terms and conditions.

DWD/DVR and DHS/DPH may negotiate changes to this agreement based upon changes to any federal or state law or Wisconsin Statutory or Administrative Code requirements or funding level changes.

Either party can terminate this MOA with a 30-calendar-day written notice. Other technical assistance or projects identified by either party during the MOA will be negotiated and further specified as modifications to this MOA. These modifications will be written and signed by the proper representatives of each agency and identify the exact nature of the assistance to be provided. Any changes to the approved budget need to be made through a modification to the MOA.

### **Attachment 1 – ILOB Budget**